R. H. Womble

BY J. L. PENNINGTON.

TERMS OF SUBSCRIPTION.

The following are the only terms of subscription to THE PROGRESS:

Daily paper, 1 month.....$3 00
" 3 months.....8 00
" 6 months.....15 00
Weekly paper 3 months.....2 00
" 6 months.....3 00

Always to be paid in advance, and paper stopped when time paid for expires.

JOB PRINTING.

There being connected with the PROGRESS establishment a Job Office equal to any in the City of State, we are prepared to execute all orders for BOOK and JOB PRINTING. Orders solicited and promptly attended to.

THE DAILY PROGRESS.

VOL. V. RALEIGH, SATURDAY, MARCH 5, 1864. NO. 99.

ADVERTISING RATES.

The following rates will be charged for all advertising inserted in the DAILY PROGRESS:

One day	$2 00	One week	$10 00
Two days	3 00	One week	16 00
Three days	4 00	Three weeks	24 00
Four days	12 00	One month	32 00
Five days	12 00	Two months	64 00

Fifty words, or eight lines or less count a square, and additional squares will be charged the same. Advertisements inserted once, twice or three times a week will be charged $2 a square for every insertion.

When sent by letter, the money must accompany the advertisement. Marriages, deaths, religious and other notices charged as advertisements and must be paid in advance.

TELEGRAPHIC NEWS.

[TELEGRAPHIC REPORTS FOR THE PRESS ASSOCIATION.]

Entered according to act of Congress, in the year 1861, by J. S. Thrasher, in the Clerk's Office of the District Court of the Confederate States of the Northern District of Georgia.

From Northern Virginia.

ORANGE C. H., March 3.—Lieutenant Col. Jones, of the artillery, captured at Fredericks Hall on Monday, has escaped. He reports the body of the raiders still in our rear and attempting to get out. Artillery firing was heard for two hours this morning in the direction of Newton's and Raccoon Fords. It is reported that the enemy are advancing in that direction. It is impossible to get anything definite from below. The enemy made a slight demonstration at Germana Ford yesterday evening.

[SECOND DISPATCH.]

ORANGE C. H., March 4.—The excitement about the raiders has subsided. All quiet in this department. The cause of the firing at the lower Fords yesterday evening is unascertained, but it is believed our artillery was shelling a feeble demonstration of the enemy's cavalry. The enemy in retreating from Charlottesville burnt Page's Flour Mill, at Madison C. H., and carried off several citizens as prisoners.

From Richmond.

RICHMOND, March 4.—A conflict took place Wednesday night between a small force of Confederate cavalry and a party of Yankee raiders, resulting in the death of Acting Brig. Gen. Dalghren. One of the leaders of the expedition was captured, with ninety of his men. Several papers were found in Dalghren's pocket, with his signature, which stated that the object of the expedition was to release the prisoners on Belle Isle, the destruction of Richmond, and the murder of Jeff. Davis and his traitorous crew. Every thing of service to the rebels must be destroyed. The documents disclose the most vindictive hostility against the Confederacy and have produced a profound sensation in this community.

Later from the North and Europe.

RICHMOND, March 4.—United States papers of the first received.

The defeat of Seymour in Florida is admitted.

In the House of Representatives, on Monday, the peace resolutions were rejected by seventy majority.

Resolutions were unanimously adopted that the rebellion is wicked and unjustifiable and must be put down.

The resolution of Mr. Cox, of Ohio, declaring the rebellion abolished, was adopted with laughter.

Pendleton's resolution, in reference to the arrest and banishment of Vallandigham, which was in violation of the Constitution and laws, was rejected by thirty majority.

Other news unimportant.

Advices from Europe to the 12th have been received.

The Danes have retreated to Alsen.

It is reported that a conference has been proposed by England, Russia and Sweeden, for the settlement of the Danish question.

The *Florida* left Brest on the 9th.

Earl Derby has attacked the policy of the Administration in regard to the Laird Rams, intimating that they were seized under the influence of American menaces.

From Charleston.

CHARLESTON, March 4.—One hundred and eight shells have been fired at the city during the last 24 hours, ending at 5 o'clock this morning. One white woman was severely injured in the leg. This is the only casualty from 1,230 shells fired during the last fortnight.

The monitors fired a few shots at Sumter to-day.

No other news of importance.

From Mississippi.

MERIDIAN, March 4.—The work of repairing the railroads destroyed by the enemy is progressing rapidly.—Three miles of track and bridges burnt on the Southern road, 10 miles of track destroyed on the Selma road, and 35 on the Mobile and Ohio road.

Sherman burned a great deal of property at Marion, Enterprise, Lauderdale and Lockhart Stations. All public property was destroyed and a number of private houses. The Burton House and the Ragsdale House at the railroad depot were burned; also the office of the *Daily Clarion*. The enemy pillaged every house, carrying away everything of any value.

Prisoners were taken from almost every family.

Sherman laid waste all the country through which the army passed on his return to Vicksburg.

DEMOPOLIS, March 4.—A dispatch from Macon, Miss., dated 2d, says that a dispatch from Gen. Jackson, dated at Sharon, seven miles from Canton, on the 27th, has been received, which says that he overtook the enemy at that point and that he was skirmishing with them.

The enemy crossed his whole force at Ratliff's and Callum's Ferries, and proceeded to Canton, where they are reported on short rations and broken down. It was thought they would destroy a portion of the Railroad at North Canton and go at once to Vicksburg. About 25 had been killed and a number captured. Our cavalry are harrassing them.

From Georgia.

SAVANNAH, March 4.—A special dispatch says that detachments from two of our regiments of cavalry and some infantry, all under command of Col. Anderson, 5th Ga., attacked the enemy at Camp Finegan Tuesday. The camp was re-taken and the enemy badly whipped and pursued to within 3 miles of Jacksonville. Our loss 7 killed and 23 wounded.

Enemy's loss very heavy. Captain Stephens, of the Florida cavalry, was killed.

PIEDMONT RAIL ROAD.—We are gratified, to be able to state, that this important Railroad connection will soon be completed. The cars are now daily running from Danville to Reidsville, under the direction of Capt. J. L. Hawkins, the gentlemanly and obliging Conductor. The wearried passenger now feels when aboard something of the ease and pleasure of the days of yore.

The track has already been put down for five miles, from this place, and material is being daily conveyed over the same.

The distance at present, of unfinished grading, we learn is about six miles, with about eighteen miles of unlaid rail.

We further learn, that Capt. Morrow, the excellent Telegraph Superintendent for this, and other roads, is making all necessary arrangements to remove the old line, and will soon establish a new telegraph line, immediately on the road, from one end to the other. We shall expect to see the whole work complete in a few weeks, and trust the Government will not allow the Contractors to remain idle, for the want of materials.

Let the day of completion be hailed as one, when Virginia and the old North State shall stand as the Siamese Twins!—*Greensboro Patriot.*

A DARING ACT.—The Yankees sometimes perform daring acts and we are sometimes subjected to humiliating surprises. The Wilmington *Journal* of Wednesday says:

It is generally known here, that on Monday night last, a boat load of Yankees from one of the blockading vessels slipped in over the main bar, past the forts and up to Smithville, from which they carried off Captain Kelley, of Gen. Herbert's staff, and also a negro man. Captain Kelley, we learn, was General Herbert's Chief of Engineers.

The thing on the face of it, certainly looks very strange—very strange indeed, and would at once suggest the idea of a want of proper vigilance. The report is that Captain Kelley was captured in General Herbert's headquarters. Whether any papers, plans or drawings were captured at the same time we cannot as yet learn, but if he was captured at Gen. Herbert's headquarters, as reported, we should think it probable that some documents may have been taken.

We forbear remarks, for the reason that we are not fully posted in regard to the particulars, and if we indulged in criticism in regard to the matter, we might do injustice by casting blame upon the wrong parties. That blame attaches *somewhere* appears to be an inevitable conclusion. We take it that, as a matter of course, a full investigation will be made into the circumstances of this very strange affair.

We have so far avoided all reference to the affair, not because of apprehension of giving information to the enemy, for they know all about it already, but lest we should unconsciously do injustice to any one.

General Herbert, we learn, was at Wilmington on business. The night was quite dark. The Yankees are said to have been piloted by one or more deserters, believed to have been from Maj. Young's battalion. Rumor has it that Captain Kelly was instantly gagged to prevent his giving the alarm.

We suppose that a guard ship with boats moored down near the Fort might be useful to prevent things of this kind.

THE GRAVE.—Oh, the grave! the grave! It buries every error; covers every defect; extinguishes every resentment. From its peaceful bosom spring none but fond regret and tender recollections; who can look down upon the grave even of an *enemy* and not feel a compunctious throb, that ever he should have warred with the poor handful of earth that lies mouldering before him! But the grave of those he *loved*—what a place for meditation! Then it is we call up in long review the whole history of virtue and gentleness, and the thousand endearments lavished upon us almost unheeded in the daily intercourse of intimacy; then it is we dwell upon the tenderness, the solemn and awful tenderness of the parting scene; the bed of death, with all the stifled grief; its noiseless attendance, its mute, watchful assiduities! the last testimonies of expiring love; the feeble, fluttering, thrilling—oh! how thrilling is the pressure of the hand; the last fond look of the glazing eye, turning upon us even from the threshold of existence; the faint, faltering accents struggling in death to give one more assurance of affection! Aye, go to the grave of buried love and meditate! There settle the account with thy conscience for every past endearment unregarded of that departed being who never—never—never can return to be soothed by contrition! If thou art a child, and hast ever added a sorrow to the soul, or a furrow to the silver brow of an affectionate parent—if thou art a husband, and hast ever caused the fond bosom that ventured its whole happiness in thy arms, to doubt one moment of thy kindness or truth—if thou art a *friend*, and hast ever wronged in thought, or word or deed, the spirit that generously confided in thee—if thou art a lover, and hast ever given one unremitted pang to the true heart that now lies cold and still beneath thy feet—then be sure that every unkind look, every ungracious word, every ungentle action will come thronging back upon thy memory, and knocking dolefully at thy soul—then be sure thou will lie down sorrowing and repentant on the grave, and utter the unheard groan, and pour the unavailing tear, more bitter because unheard and unavailing.

"TIRED OF FIGHTING FOR THE D—D NIGGERS."—Five Yankee deserters—two from the 5th Rhode Island infantry, and three from the 2d Vermont—voluntarily deserted from Newbern and a point near Morehead City, and, walking about thirty miles, delivered themselves to Gen. Hoke's command at Kinston. The only cause they assign for their desertion is, that they "are tired of fighting for the d—d niggers."

If Rhode Island and Vermont are abandoning their "fellow man and brother," how is it with the less "free soil" of the North?

Seven deserters were received in this city last evening. They report no reinforcements at Newbern since Gen. Pickett's recent attack.—*Richmond Examiner.*

ANOTHER ARRIVAL.—We learn from unquestionable authority that the steamer *Hansar*, with cargo for the State of North Carolina, has arrived at a Confederate port. We congratulate Gov. Vance and all concerned on the success of this State enterprise.

The Yankees in North Georgia have fallen back beyond the Chickamauga, and all is quiet at Dalton, our army having retired to their old camps.

Sherman and his army were at Canton, about 25 miles from Jackson, at last accounts.

TREASURY NOTICE AS TO FUNDING UNDER ACT OF FEBRUARY 17, 1864.

TREASURY DEPARTMENT, C. S. A., Richmond, Feb. 20, 1864.

NOTICE IS HEREBY GIVEN TO ALL HOLDERS of Treasury Notes, not bearing interest, that they may exchange the same immediately, at the Office of the Treasurer, Assistant Treasurer, or of any Depository, for certificates which will entitle them to 4 per cent. Bonds; and that the said privilege will continue until the 1st of April ensuing, after which all notes above the denomination of five dollars can be funded only at 66⅔ cents to the dollar, except one hundred dollar notes, which, after that date, are no longer receivable for public dues, and can only be funded at an additional reduction of ten per cent. per month.

The certificates issued together with the Bonds for which they may be exchanged, are receivable for taxes of the year 1864 at the full amount expressed on the face without interest, and are not subject to the tax imposed for that year on other bonds and credits.

The short time allowed should admonish all holders promptly to present the Notes, and not risk the chance of exclusion by the pressure which will occur at the end of the month of March.

(Signed) C. G. MEMMINGER,
March 1-tf Secretary of the Treasury.

TO BOYS.

ONE OR TWO GOOD WHITE BOYS CAN FIND profitable employment by immediate application at the Progress Office.

ADVANCE IN TERMS.

The rapid advance in labor and all articles that enter into the publishing business compels us to advance our terms for subscription and advertising. On and after the first day of March the price of the PROGRESS will be as follows:

Daily paper, six months.....$15.00
" " Three months.....8.00
" " One month.....3.00

After the 1st of March single copies of the paper will be sold at the counter at 2½ cents. The price to agents and news dealers as heretofore, $10 a hundred.

All advertisements will be charged $3 a square of eight lines or less, from this date.

All subscriptions made before the 1st of March will be taken at the present rates.

A WEEKLY PROGRESS.

In order to supply many persons in sections of the State where the mail facilities will not justify the taking of daily papers, we shall issue

A WEEKLY EDITION OF THE PROGRESS,

early in March, which will contain the latest news from the Army, with accounts and details of battles, &c., by telegraph, from our own Correspondents and from other sources.

THE WEEKLY PROGRESS will be published on a whole sheet and will contain a large amount of reading matter, and always have the latest TELEGRAPHIC NEWS.

POST MASTERS and others are requested to act as Agents, and each Agent sending six or more subscribers, with the money for six months, will receive the Weekly paper six months gratis.

SUBSCRIPTIONS should be sent immediately, as the first number will be issued between the 10th and 20th of March. Subscriptions will not be taken for a longer period than six months; and in no case will the paper be sent until the money is received.

TERMS OF SUBSCRIPTION:

WEEKLY PROGRESS—Three Months, $3 00
" " Six Months, 5 00

Advertisements will be inserted in the Weekly at $2 a square for each insertion, ten lines minion type to count a square. Money must accompany all orders.

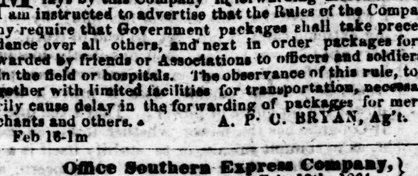
J. L. PENNINGTON.

Raleigh, N. C., Feb. 25, 1864.

Our weekly exchanges will do us a favor by copying this prospectus once or twice or by calling attention thereto editorially.

NEW ADVERTISEMENTS.

NOTICE.



OFFICE CHATHAM R. R. CO., Raleigh, March 4th, 1864.

ALL CHECKS AND REQUISITIONS OF THIS Company, now outstanding, are payable only in the present currency. W. W. VASS, Treas'r.
March 5-3tawtlA

AT 1 O'CLOCK, P. M., TO-DAY,

WE SHALL RECEIVE ANOTHER SMALL KEG of FRESH OYESTERS. Customers whose orders we could not fill yesterday can be supplied to-day by sending promptly to the NEW MARKET STORE.

Very Fine Chewing Tobacco just received and for sale. March 5-1t*

STEAM ENGINE WANTED.—I WISH TO purchase a STEAM ENGINE of from 15 to 30 horse power. Any person having one to dispose of may find a purchaser by addressing the subscriber, stating the size and kind of boiler, the diameter and length of stroke of cylinder, whether any heater, how long been used, the price and where situated.

I also want to purchase a 30 inch "Harrison Mill"

H. W. DIXON, Goldston, N. C.
March 1, 1864. 17—1t

GENERAL ORDERS, NO. 2.—WANTED 100,000 FUR SKINS.—The undersigned having commenced the manufacturing of HATS at Statesville, N. C., desire to purchase the above amount of Furs, for which *the highest price* will be paid or exchanged for Hats.

Wanted also, 1,000 lbs. Wool on the same terms. For particulars, apply to us.

S. WITTKOWSKY & CO.
Statesville, N. C., April 1, 1864. 17—2w.

Office Southern Express Company, RALEIGH, N. C., Feb. 13th, 1864.

MUCH COMPLAINT BEING MADE OF THE DElays by this Company in forwarding merchandise, I am instructed to advertise that the Rules of the Company require that Government packages shall take precedence over all others, and next in order packages forwarded by friends or Associations to officers and soldiers in the field or hospitals. The observance of this rule, together with limited facilities for transportation, necessarily cause delay in the forwarding of packages for merchants and others.

A. P. C. BRYAN, Ag't.
Feb 16-1m

Office Southern Express Company, AUGUSTA, GA., Feb. 10th, 1864.

LEGAL NOTICE IS HEREBY GIVEN TO ALL CONcerned that persons who ship packages containing Spirits, Wines or Cordials, without informing our Agent of the contents, will not be entitled to nor will they receive the benefit of valuation.

Spirits, Wines or Cordials, will not be forwarded by this Company except under special contract.

JAS. SHUTER, Sup't and Act'g Pres't.

A. P. C. BRYAN, Agent, Raleigh, N. C. Feb 16-1m

NOTICE.—THE SUBSCRIBER HAVING at February term, 1864, of Wake County Court duly appointed and qualified as administrator of Samuel D. Morgan, deceased, hereby give notice to all persons to present their accounts, debts, claims and demands of every kind against his said intestate to him for payment duly authenticated within the time prescribed by law, otherwise this notice will be plead in bar of their recovery.

Notice is also given that as administrator aforesaid, he will on the 9th day of March next, at the late dwelling house of his said intestate, Samuel D Morgan, dec'd, in the county of Wake, offer for sale, horses, mules, cattle, hogs, sheep, farming utensils, a large quantity of manufactured tobacco in boxes and leaf tobacco, cotton in bales, household and kitchen furniture and other articles on a credit of twelve months. Bond with approved sureties will be required of the purchasers. Said sale will be continued from day to day until all is sold; and at the same time and place I shall offer for hire a number of negro slaves of my said intestate until the 25th of December next. Bond with approved sureties will be required of the hirer. WILLIAM LAWS.
March 4-td

MISCELLANEOUS.

NOTICE.—WE HAVE ON HAND, AT OUR factory, in Thomasville, N. C., one hundred and twenty-five boxes of medium grade tobacco, well put up, which we will sell very cheap for the cash.

J. K. & W. E. FINNIX.
Feb. 23, 1864. Feb 25-6w

STATE BONDS AT A PREMIUM.

ON SATURDAY THE 5TH MARCH, WE WILL sell twenty-five State Bonds. The terms are cash on them and a good opportunity is presented to parties desiring to invest.

CHARLES L. LINEHAM.
Feb 27-tf

AUCTION AND PRIVATE SALES.

ATTRACTIVE AUCTION SALE—SATURDAY, MARCH 5.

WE WILL SELL IN FRONT OF OUR SALES Room, $25,000 N. C. Bonds, old and new; $400 N. C. Bank notes.

One piece 30 1-2 yards superior black broad cloth, recently imported.

Four pair superior damask window curtains; one extra large gilt frame Mirror; one lot window cornices; candles by the box; heavy osnaburgs.

100 pounds or more superior Rio coffee.

Eleven French felt hats.

One pair counter balances; lot bar iron, suitable for farming purposes or wagons; superior saddle trees covered with raw hide; a lot brown sugar in bags to arrive; ready made clothing, household and kitchen furniture, sole and upper leather.

One iron frame trunk, covered with leather; cut tacks, assorted sizes, together with many other articles not enumerated.

The general sale to commence at 11 o'clock, the bonds to be sold at 12 o'clock.

March 4-2t CREECH & LITCHFORD, Auc.

FOR SALE.

A STEAM SAW MILL FOR SALE, 30 HORSE Power, in good running order, good belts, and two good circular saws. Apply to SAMUEL PATE, Goldsboro', N. C. Confederate money taken in payment.
March 4-3t*

LAND FOR SALE.

I WISH TO SELL A TRACT OF FERTILE WELL timbered land lying in the eastern part of the State, convienient to water, containing eight thousand acres. Apply to me at this place for particulars.

JOS. T. CANNON, Raleigh, N. C.
March 3-tf

FOR SALE.

ONE FINE PIANO AND ONE GROVER & Baker's Sewing Machine. Apply to

WM. B. EDMUNDSON, High Point, N. C.
March 3-1w

REAL ESTATE FOR SALE.

I OFFER FOR SALE A SPLENDID BRICK DWELling House and a 2 acre Lot and out buildings.

—ALSO—

three-fourths of a Store, all in the town of Murfreesboro, N. C., and 100 acres of land about 1 mile from town. Two Plantations in Bertie county, situated on Cashie river, one containing 300 acres, the other 1,000 acres, with a Fishery one mile from the landing on the plantation, and may really turn out one of the best in the State. There is upon both farms good dwellings and all necessary out houses, apple and peach orchards. All these lands are well adapted to the cultivation of cotton, corn and peas.

—ALSO—

one tract of land in Stanly county, N. C., adjoining Cabarrus county, 12 miles from Concord Depot, 3 miles from Rocky river and 2 miles from Barrier's Mills, containing 1,200 acres. The land is nearly all level. It is said there is plenty lime stone. This is a splendid farm for wheat, tobacco, corn, &c., &c. This is a rare opportunity for investment and seldom offered. Apply to

P. HENNESBERRY, Windsor, N. C.
Feb 3-1m
Standard and Petersburg Express copy 30 times.

FOR SALE,

A FEW BARRELS FIRST-RATE OLD RYE WHISkey; also, several barrels Brandy. Apply to

J. P. PRAIRIE & CO., Corner Harget and Wilmington sts.
Jan 13-tf

Bank of Cape Fear, WILMINGTON, N. C., March 1, 1864.

DIVIDEND No. 109.

A DIVIDEND OF 15 PER CENT. ON THE CAPital stock of this Bank has been declared, payable to Stockholders on the 15th inst., in Confederate currency.
March 4-3t* J. G. BURR, Cashier.

NOTICE.

OFFICE RALEIGH & GASTON R. R. CO., Raleigh, March 1, 1864.

NOTICE IS HEREBY GIVEN THAT THE CHECKS issued by me on the Bank of North Carolina, and now outstanding, as also the dividends declared by this Company and not collected, are payable only in the present Confederate currency. W. W. VASS, Treasurer.
March 1-1w

LEATHER! LEATHER!!

JOURDAN & MOSES, TANNERS, ARE RECEIVing hides daily to tan and finish for one-third for all split hides, and skins for one-half giving owner of the split hides the refusal of the yard's share at government price. The yard is situated 9 miles Southeast of Raleigh and 1 mile from Auburn Turnout.
March 1-1w*

Confederate publish daily 1 week and send bill to this office.

WATCHES! WATCHES!! WATCHES!!!

A GOOD INVESTMENT FOR CONFEDERATE money on hand at the North State Iron and Brass Works, Burns's old stand. A few No. 1 Watches, open and hunting cases, English and Swiss works, all in good running order.

Apply soon, at the above named place, to J. W. COLE, who has been a practical watchmaker.
March 1-6t*

Bank of Cape Fear, RALEIGH, March 1st, 1864.

DEPOSITORS AND BANKS ARE REQUESTED TO draw their balances from this Bank by the 25th instant, and all balances left in Bank on the 31st instant will be funded in 4 per cent Confederate States bonds and paid to said depositors. W. H. JONES, Cash'r.
March 2-td

NOTICE.

THE BANKS AT GREENSBORO', N. C., WILL DEcline to pay undrawn dividends, certificates of deposit, and checks of any date prior to the 28th of March next, except in the currency now existing, and as now rated and valued; and all those entitled to dividends, and holders of such certificates and checks, are requested to present the same to us forthwith and receive payment.

WM. A. CALDWELL, Cash'r Farmers' Bank.
M. STEVENSON, Cash'r Bank of Washington.
JESSE H. LINDSAY, Cash'r Bank Cape Fear.
D. P. WEIR, Treas'r Greensboro M. L. I. & T. Co.
March 2-3tawlt*

$400 REWARD

FOR THE ARREST AND DELIVERY IN JAIL SO I can get them of my 2 men. WASHINGTON ROLAND, black, 6 feet high, 23 years old, has very high peaks in his forehead, weighs about 160 pounds and has a very small foot, wears No. 8 shoes, had on when he left homespun pants, Confederate jacket and a Yankee overcoat. he had also a black cloth suit, was bought in Richmond last June and was raised in Wilmington, N. C.—EDWARD, mulatto, near 6 feet high, about 21 years old, bowlegged, had on ordinary homespun and blue jacket.—Both wear caps. The above named boys left the subscriber on the 29th January, and were seen at Christiansville on the 29th January, and were supposed to be making their way to Wilmington or the Yankees.

R. C. WATKINS, Hallsboro' P. O., Chesterfield, Co., Va.
Feb 16-8tsaw

A TRADE TO SUIT—I WISH TO BUY A good farm, and prefer the Eastern part of the State, provided the title can be examined. I will purchase in any healthy locality. The land must be good. I will pay cash down or exchange in provisions and the balance in cash. Persons wishing to make exchanges will deposite the deeds with the undersigned, and if the same are not found satisfactory, the deeds will be returned. Only farms in Granville county will be considered.

C. PAGE.
Feb. 15, 1864. Feb 16-1m*

GOVERNMENT OF THE CONFEDERATE STATES.

JEFFERSON DAVIS, of Mississippi, President, salary $25,000.

ALEXANDER H. STEPHENS, of Georgia, Vice President, salary $8,000.

Aide to the President—Col Wm M Browne, of Ga, Col James Chestnut, of S C, Col Wm P Johnston, of Ky, Col Joseph C Ives, of Miss, Col G W C Lee, Va, Col John T Wood.

Private Secretary to President—Burton N Harrison, of Miss.

Department of State—Judah P Benjamin, La, Secretary of State. L Q Washington, Chief Clerk. The official Assistant Secretary is vacant.

Department of Justice—Attorney General, Geo Davis of North Carolina. Wade Keyes, of Ala, Assistant Attorney General. Burton M Rhodes, of Miss, Commissioner of Patents. G S W Nelson, of Ga., Superintendent of Public Printing. R M Smith, of Va, Public Printer.

Treasury Department—C G Memminger, of S C, Secretary of the Treasury. Robert Tyler, Register. L Kilmore, Treasure. J M Strother, of Va, Chief Clerk. Lewis Gruger, of S C, Comptroller. B Baker, of Florida, 1st Auditor. W H S Taylor, of La, 2d Auditor.

War Department—James A Seddon, of Va, Secretary of War. Judge John A Campbell, of Ala, Assistant Secretary of War. R G H Kean, Chief Bureau of War. Gen S Cooper, Adjutant and Inspector General. Lieut Col John Withers, Lieut Col H L Clay, Major Ed A Palfrey, Major Chas H Lee, Major S W Melton and Captain Reilly, Assistant Adjutants and Inspectors General. Brig Gen A R Lawton, of Ga, Quartermaster General. Col L B Northrop, of S C, Commissary General. Col J Gorgas, Chief of Ordnance. S P Moore, M D, Surgeon General. C H Smith, M D, Assistant Surgeon.

Navy Department—S R Mallory, of Florida, Secretary of the Navy. E M Timball, Chief Clerk. Com John M Brooke, Chief of Ordnance. Com A B Fairfax, Inspector of Ordnance. Com J M Mitchell, in charge of Orders and Detail. Surgeon W A W Spotswood Chief of Medicine and Surgery. Paymaster J DeBree, Chief of Clothing and Provisions.

Postoffice Department—John H Reagan, of Texas, Postmaster General. H St George Offutt, of Va, Chief of Contract Bureau. B N Clements, of Tenn, Chief of Appointment Bureau. John L Harrell, of Ala, Chief Finance Bureau. B Fuller, of N C, Chief Clerk.

SCHEDULE OF MAIL ARRANGMENTS—POST OFFICE, RALEIGH, N. C.

Northern Mail opens daily at 7 a m. Eastern mail opens daily at 7 a m. Western mail opens daily at 11 a m. Fayetteville mail opens daily at 11 a m. Augusta mail opens daily at 7 a m. Eagle Rock mail opens Monday, Thursday and Saturday at 12 m. Leachburg mail opens on Wednesday's at 12 m. Roxboro mail opens on Wednesday's at 12 m. Summerville mail opens on Wednesday at 5 p m. Carthage mail opens on Thursday's at 5 p m.

Northern mail closes daily at 9.30 a m. Eastern mail closes daily at 9 a m. Western mail closes daily at 9 p m. Fayetteville mail closes daily at 9 p m. Augusta mail closes at 9 p m. Eagle Rock mail closes Monday, Thursday and Saturday at 2 p m. Leachburg mail closes Wednesday's at 1 p m. Roxboro mail closes Wednesday's at 1 p m. Summerville mail closes Thursday's at 1 a m. Carthage mail closes Wednesday's at 6 a m.

TRAVELER'S GUIDE—ARRIVAL AND DEPARTURE OF TRAINS AT RALEIGH

North Carolina Rail Road.

Mail train going East—arrives at 9:40 a m, leaves at 10:10 a m.

Going West—arrives at 12 night, leaves at 1 night.

Accommodation train going East—arrives at 11 night, leaves 12:5 night.

Going West—arrives at 12:30 p m, leaves 1:20 p m.

Raleigh and Gaston Rail Road:

Mail train going North—leaves at 11 a m, arrives at 1 night.

Accommodation train going North—arrives at 12:45 a m, leaves 11:30 night.

MISCELLANEOUS.

JUST ARRIVED!!!

BLACK CLOTH, At C. M. FARRISS'.
OFFICERS CLOTH, and all kinds of Trimming, At C. M. FARRISS'.
NECKTIES, At C. M. FARRISS'.
FINE CASSIMERES, At C. M. FARRISS'.
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Officers of North-Carolina Troops who may not have an opportunity to call for their goods in person, can have their cloth drawn by C. M. Farriss, who will send an experienced hand to camp to take measures. If you want to get *fits* send your orders to C. M. Farriss.

WANTED.—Five or six experienced Journeymen Tailors. The very best prices paid.
Feb 25-1m C. M. FARRISS.

Surgeon General's Office, RALEIGH, Feb. 22d 1864.

A MEDICAL EXAMINING BOARD, CONSISTING of

Surgeon E. A. CRUDUP,
Ass't Surgeon W. H. HARRIS,

will meet at Salisbury, in Rowan county, on Monday, March the 14th.

At Concord, in Cabarrus county, on Wednesday, the 16th.

At Albemarle, in Stanly county, on Friday, the 18th.

At Troy, in Montgomery county, on Monday, the 21st.

At Charlotte, in Mecklenburg county, on Wednesday and Thursday, the 23d and 24th.

At Monroe, in Union county, on Saturday the 26th.

At Wadesboro', in Anson county, on Monday, the 28th.

At Rockingham, in Richmond county, on Wednesday, the 30th.

At Carthage, in Moore county, on Friday, the 1st of April, for the purpose of examining all persons claiming exemption from Home Guard Duty, on account of physical disability. EDWARD WARREN,
Feb 26-td Surgeon General.

Confederate, Greensboro Patriot and Charlotte Bulletin copy one week and send bill to Surgeon General's Office.

Surgeon General's Office, RALEIGH, Feb. 22d, 1864.

A MEDICAL EXAMINING BOARD, CONSISTing of

Surgeon HENRY JOYNER,
Surgeon R. B. HAYWOOD,

will meet in the town of Roxboro', in Person county, on Wednesday, the 2d of March.

At Wentworth, in Rockingham county, on Saturday, the 5th.

At Greensboro', in Guilford, on Monday and Tuesday, the 7th and 8th.

At Ashboro', in Randolph county, on Thursday, the 10th.

At Lexington, in Davidson county, on Saturday, the 12th.

At Winston, in Forsyth county, on Monday, the 14th, for the purpose of examining all persons claiming exemption from Home Guard Duty, on account of physical disability. EDWARD WARREN,
Feb 23-td Surgeon General.

Confederate, Greensboro' Patriot and Charlotte Bulletin copy one week and send bill to Surgeon General's Office.

TO RENT.

A HOUSE IN MOUNT PLEASANT, CABARRUS county, N. C., 2 miles Southeast from Concord and on the N. C. Railroad, containing 8 rooms 20x20 and 2 rooms 20x24 feet, a good fire-place to each room. Double brick Kitchen and other out-buildings.

For further particulars apply to MATHIAS BARRIER in Mount Pleasant, or to ALFRED SMITH, Whitesville, N. C. Feb. 13-tf

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DAILY PROGRESS.

RALEIGH, N. C.

SATURDAY, MARCH 5, 1864.

THE COUNCIL OF STATE.—We are authorized to say that Gov. Vance has summoned the Council of State to meet in this city on Thursday the 17th of this month. We are satisfied, from what we learn, that the object of calling the Council together is for the purpose of considering the propriety of convening the Legislature to take into consideration the question of currency. Gov. Vance has only taken this step at the urgent solicitation of the State Treasurer, and we assure our friends at a distance that, should the Legislature be convened, it will be with no view to seceding from the Confederacy. This State took the initiative on a perplexing state of the currency once before, and other States, we have cause to believe, have profited by her action, and may we not look for a similar result now?

More of the Raid around Richmond.

We have not space to give the details from the Richmond papers, of the Yankee raid around that city, but we may state that the raiders have made their escape in the direction of Williamsburg, though not without considerable loss. They committed many depredations on property in the immediate vicinity of Richmond, but their loss in killed and wounded is considerable, besides between one and two hundred prisoners.

The *Examiner* closes its account thus:

"During Tuesday night and up to yesterday evening, one hundred and thirty-eight prisoners of war were brought into Gen. Winder's headquarters, and sent to the Libby prison. They represented twelve regiments of cavalry and mounted infantry. Among the prisoners were three commissioned officers—Lieutenant Col. A. W. Litchfield, Seventh Michigan cavalry; Capt. John A. Clarke, Seventh Michigan, and Assistant Surgeon J. T. Kingston, Second N. Y. cavalry. The officers were good looking men, but the mass of privates woefully "Dutch." Squads of prisoners were hourly coming in, and the number at the Libby would be considerably swelled last night.

Among the trophies captured and turned over to the Quartermaster at Bacon Quarter Branch, up to 2 o'clock yesterday, were one hundred and two horses, three mules, evidently stolen, sixty McClellan saddles, fifty bridles, forty-seven halters, besides any number of pistols, carbines, sabres blankets, overcoats, knapsacks, etc.

Several pieces of artillery were captured by our forces. One of the pieces, a three-inch Napoleon, was brought into the city yesterday afternoon.

From the person of one of the prisoners received was taken several pieces of very fine, heavy silver ware, which bore the initials of "J. M. M," supposed to have been stolen from the residence of Mr. J. M. Morsen, Esq., in Goochland."

There was no truth in the report of Mrs. Patterson Allan going off with the Yankees. She left a very sick child in the country and came into the City for protection.

The Press on Gov. Vance's Speech.

The Greensboro' *Patriot* publishes the speech entire and thus comments on its contents:

We present our readers with this issue the speech of Gov. Vance on the condition of the country, delivered in response to an invitation from the people of the county of Wilkes on the 22d of February.

The people of the State will feel proud of the exalted position of their Chief Executive, and the sister States may well envy the manner in which Governor Vance has done all honor to his native State and crowned himself with glory in this, the greatest of patriotic speeches.

We should feel honored in disseminating the doctrines set forth in this great stump speech, and inculcating that zeal and warmth of exalted self-sacrificing patriotism which breathes in every word, and burns in every sentence. To speak of this great effort in detail would embrance entire, our dangers, our trials, our difficulties, our present condition and our future destiny as a State and as a nation.

If one thing has given us more consolation than another, it is—that Gov. Vance, now stands amid friends as well as foes "above suspicion and beyond reproach"—his position can no longer be questioned, by even his bitterest foes, or impugned by his country's enemies.

Agitators have received the fatal stab, and the death rattle has already set up in their throats. The calm dignified manner in which he exhorts to moderation—the passive obedience to law and order, the prophetic pointing to danger, and the meekness and modesty, with which he has borne his honors and the success of his administration and the impartial dispensing of his favors, justly entitle him to the admiration of the Confederacy, and the gratitude of the State at large.

All! all! merit him a continuance of that liberal suffrage heretofore given by his fellow citizens.

The *Carolinian* is publishing the speech by instalments. That paper says of it:

The position occupied by the Governor in his late speech, on national affairs, will not please the ultras of either party. "He ought to come out for us," will be the remarks of the party leaders. But the Governor, we think, occupying the conservative ground, which he has, will satisfy the people, and he need not mind the politicians.

We have only one objection to the speech, and that is, that it is too full of anecdotes, too much of the "stump" about it, not quite dignified enough for a Governor.

What would Black Republicanism lead to if let alone? Even Lincoln, with his Emancipation Proclamations and negro soldiers, is not black enough for the radicals, and a National Committee has been organized at Washington to overthrow Abe and elevate old Chase to the Presidency—in order, as they say, to effect "a change in favor of vigor and purity and nationality." We are glad to see these divisions in Abe's household, for when Abolitionism is dethroned and the democracy of the North restored to power, rather than continue this brutal war, they will let the South go in peace.

ORANGE COUNTY.—A public meeting in Orange county has nominated Capt. John Berry (now a member of the Commons) for the vacancy in the Senate occasioned by the resignation of Hon. W. A. Graham, and Capt. A. Mangum for the Commons, in place of Capt. Berry. J. W. Latta and J. B. Leathers have also announced themselves as independent candidates for the Commons.

Mr. Cronly, Esq., of Wilmington, has given ten thousand dollars for the benefit of the families of our brave soldiers. We have no doubt but he will find "It is more blessed to give than receive."

IN THE MATTER OF WALTON.

The [illegible] of [illegible] was [illegible] an [illegible] with Col. [illegible] Mallett, Commissioner, &c., [illegible] and [illegible] scripted put in a substitute—the substitution has been adjudged valid. The case, then, depends on the question, had Congress power to pass the Act conscripting men who have put in substitutes? The power of a judicial tribunal to declare an act of Congress unconstitutional, when it is necessary to decide the question, in order to dispose of a case properly constituted before it, is settled. Acts of Congress not unfrequently involve questions purely legal—and the wisdom of giving this jurisdiction to the judiciary, is manifest; for, besides the advantage of having such questions passed on by those who have not become heated in the arena of politics, there is this further consideration: members of Congress are not elected because of their supposed knowledge of law, and those who have not devoted themselves to the science, however able they may be as statesmen, or eloquent as orators, are not presumed to be as good judges of law, as men who have made it "a life-time study." The courts, however, always presume an act to be constitutional, and do not declare it void, except on the clearest conviction. Whereas, in this instance, a dry question of the common law is involved, the Judge is "more at home," and feels less embarrassment in dealing with the subject, than when the question depends solely on the construction of the Constitution, as in questions of constitutional law, the province of the Judge and that of the statesmen, frequently run so nearly together as to make it difficult to distinguish the dividing line.

The power of Congress depends on the question: 1st. Is substitution a contract? 2. Has Congress power to violate its own contract?

1st. Is substitution a contract? This is a dry question of the common law, and should be considered without reference to politics. There are parties capable of contracting, there is a thing to be the subject of contract, so I suppose the only question that can be made is as to the *consideration*. "Gain to one and loss to the other party is a legal consideration;" see Coggs v. Bernard, and the cases cited in "Smith's Lead. Cases." If I lend one my horse to ride to Salem, and he takes him and starts, I am not at liberty to follow on and take the horse from him; it is a contract of bailment, although done merely for his accommodation. If you agree to carry a package for me to Salem, and start with it, I can maintain an action for breach of contract, should you be guilty of gross negligence, although I was to pay nothing, and it was purely for my accommodation, your undertaking to carry it, and my confiding it to you, is a consideration. So, if you fancy my horse, and I tell you I will not sell, but to gratify you, I agree to let you have him if you will let me have as good a horse, and the exchange be made, title passes by "contract executed," just as if you had paid me the price in money. So, if you are bound to work for me three years at wages, and for your accommodation I agree to discharge you, in consideration of $500, and the money is paid, or if I agree to discharge you in consideration of your putting another man to work in your place, and it is done, there is in either case, a contract executed, and it can make no difference whether you pay me the money with which I may get another man to supply your place, or whether you pay the money to the other man, and he takes your place. This is substitution. Really, the fact that it is a contract, seems too plain for discussion; it is neither more nor less than an exchange or "swap," as it is commonly called. The government agrees to discharge a man in consideration of his putting a sound able-bodied man in his place, and it is done; this is a valid contract.

It is true, substitution is "a privilege," but it is a privilege offered at a stipulated price, which is paid. So it is a privilege *paid for*, and that makes it a contract, and distinguishes it from an *exemption*, and because of this distinction, it is made a distinct clause in the *conscription act*, and is not put in the exemption act. Suppose Congress was induced to enter into the contract of substitution in reference to conscripts, in order to make conscription more palatable to the people, and as a means of relief in cases of unequal hardship, and in reference to volunteers, the Secretary of War was induced to allow it in order to relieve some, who, in a moment of enthusiasm, had entered the ranks, and afterwards found the service too hard for them, or suppose the inducement was that our citizens might procure able-bodied men from Ireland or Germany, and put them in the ranks as substitutes, while the citizen staid at home and raised food and clothing, "there is" no principle of law, by which the inducement can change the nature of the transaction or take from it the character of a contract. You are by the terms of the contract, to furnish a sound able-bodied man, and you do so; that is the *consideration*; one man is taken for the other, just as in an exchange for horses, one horse is the consideration for the other; and the fact that it is made for the gratification or accommodation of one of the parties, does not in any way effect the legal question.

The ground that substitution is a "mere privilege," is that taken in the President's Message and in the debates in Congress, and was the point mainly relied on by Mr. Kittrell and Governor Bragg, in their able and learned argument on the part of the government; for this reason, I have given to it the most anxious consideration, and feel fully convinced, that although substitution is a privilege, yet, as by the argument, it was to be paid for, and the stipulated price has been paid and accepted, it is, to all intents and purposes, an executed contract according to the common law.

It is said Congress will not be presumed to have made a contract, by which to deprive the government of the services of those men, during the war. Allow such to be the presumption, it is rebutted by direct evidence—Congress has agreed to the contract of substitution, in plain and unequivocal words, so as to leave no room for construction or doubt.

Again, it is a suggested, "the manufacturer is exempt upon the condition, that he will dispose of his fabrics, at rates not higher than 75 per cent. added to the cost of production, he promises to manufacture and sell at the reduced price—here is a privilege paid for." A *condition*, is *annexed* to a gratuity, gift or sale, by which it may be defeated, a *consideration forms a part of the contract itself*: this is the distinction. But it is true, they sometimes run into each other, and the condition may constitute a consideration, when from the words used that appears to be the intention. Whether this be the case in regard to that class of exemptions, in which a condition to work at certain rates, is imposed on mechanics, is a question not presented; for, take it to be so, it will only add to the list of contracts, which Congress has entered into; unless an exemption be made on the ground, that this is granted merely as *an exemption*, and no plain and unequivocal words of contract are used, as in the case, in regard to substitution. It certainly has not the weight of an argument in *absurdum*, and that is the only point of view in which it can have any bearing.

It is also suggested, "a blacksmith, who has enlarged his business in consequence of his exemption, may say he cannot rightfully be disappointed. A similar argument was urged by Mr. Webster, to justify his change of opinion on the subject of the tariff. He said the New England States had engaged in manufacturing on the faith and confidence of the government in passing the tariff, and they, therefore, had a right to have their manufactures protected." The case of the blacksmith, like that of the tariff, presents simply a *political question*: shall the government disappoint a responsible expectation based on its prior action?—not a dry question of law. Mr. Webster, in his speech, puts it on the political ground, and nowhere intimates, that the prior action of the government amounted to a valid, legal contract. One may [illegible] to [illegible] a legacy [illegible] be [illegible] but, he has [illegible] of course [illegible] no contract.

2d. Has Congress power to violate its own contract?

The power of Congress is limited by a *written* Constitution. It has no power except what is conferred by that instrument, and it contains no such power, either expressed or implied; indeed, it is excluded; for the power to make contracts, for instance, "to borrow money on the credit of the Confederate States," if there be also power to violate it would be nugatory. No Government can have power to violate its own contract, except under the rule, "might makes right." The power to violate its own contract, or in other words, the right of "repudiation," has never been claimed by the Confederate States, and I had supposed it was conceded by all, that it did not have the power. But I am asked, "cannot the Confederate States, in a case of extreme necessity, violate its own contract—not with reference to morals, but to the supreme power of the Government, and has the Government of the Confederate States less, and it less, how much less power than other Governments in a case of extreme necessity?"

The other Governments referred to, have no written Constitution, and may act on the arbitrary rule, "the safety of the State is the supreme law," but the Confederate States has a *written Constitution*, which all officers *are sworn to support*. This Constitution and laws made in pursuance thereof, is "the supreme law." The Constitution being *written*, can neither bend or stretch, even in a case of extreme necessity. It is not only written and supported by oaths, but so extreme was the caution of its framers as to provide, "all powers not herein delegated to the Confederate States, or prohibited to the States, are reserved to the States respectively." In some few instances, large powers are conferred to meet extreme cases, for instance: the power to suspend the writ of *habeas corpus*, "where in cases of rebellion or invasion, the *public safety* may require it"—thus excluding, even in a case of "extreme necessity," any power other than those "nominated in the bond."

Again, I am asked, "admit substitution to be a contract, the power of Congress is limited by a written Constitution, where is the power to make a contract of substitution, by which the Government gives up its right to the services of able-bodied citizens, for the public defence in a case of extreme necessity, conferred by the Constitution, either in express words or by implication? the word "*substitution*" is not to be found in that instrument."

In reply, I might ask, is the word "*conscription*" to be found in the Constitution? This is a Yankee mode of meeting one question by asking another, which the gravity of the subject forbids; I prefer to meet the question squarely, because I appreciate the motive which promptdd it, and recognize it as fair reasoning. The power to conscript is supposed to be conferred by "the power to raise armies" in connection with the general authority, "to pass all laws which shall be necessary and proper to carry that power into effect, and in adopting *the means* to raise an army by conscription, it follows that Congress has power to modify the manner in such manner as to make it injure the public as little as possible, and to produce as great collateral benefit as possible; in other words, to modify conscription, by allowing substitution, so as to make it answer the purpose of raising an army, at the same time relieve in cases of unequal hardship, and collaterally benefit the public by providing the means, whereby the citizen might be left at home, to raise food and clothing for the soldiers and "thus *support* the army" at the same time that the full complement of soldiers was kept up by substitutes brought from abroad or found among those who were not liable to military service. Suppose Congress in its wisdom had required, as the consideration for substitution, that *two* able-bodied Irishmen or Germans should be put in place of the citizen, would it have occurred to any one that the power to conscript did not necessarily include the power to allow substitution on such terms? the greater includes the less. And it will be remembered that substitution is not a new thing; it is prominent, and taken to be a matter of course in all prior legislation, both in this country and in England. Where "the militia" is looked on as a mode of defence in case of invasion or rebellion, and where conscription was made to take the place of the militia organization, as a matter of course it was accompanied by this prominent feature.

Mr. Kittrell, on the argument, treated the subject in a different light. He assumed substitution to be a contract, but insisted Congress had no power to make that particular sort of contract, on the ground, that it would be "political suicide;" for, said he, "if Congress has power to deprive the country by its contract of the services of 1000 of its citizens, it may extend it to 100,000 and 500,000, and so we would have no citizen soldiers!" Whether it would amount to "political suicide" to have a condition of things in which 500,000 Irishmen and Germans would be in the army, to fight our enemy, while a corresponding number of citizens were at home raising food and clothing, and paying taxes to support this army, is a question, into which a court is not at liberty to enter. I will observe that this mode of reasoning, by supposing extreme cases, is not apt to lead to truth, and is very apt to cover fallacy, (as it manifestly does in this instance) for, allow that, in the extreme case put, it would be political suicide, does it prove a *want* of power; or an *abuse* of power? That's the question. If Congress has the power, whether it will so exercise it, as to commit suicide, or to stultify itself is a matter with which the courts have no concern, and a proper respect for a co-ordinate branch of the Government forbids the judiciary from making an extreme supposition, in order to express a conjecture, how far a power may be so abused as to avoid it, and require the courts to say it shall not be exercised, under that head of jurisdiction, by which the courts, prevent mad-men or idiots from injuring themselves or "wasting their substance."

Congress has power to borrow money on the credit of the Confederate States. It has, (I believe,) borrowed fifteen millions, and pledged the export duty on cotton, it had power to do so, as a means necessary and proper to enable it to borrow the money. Run out this reasoning, by supposing extreme cases: Congress borrows 150 millions more, and pledges the export duty on tobacco; it then borrows 150 billions and pledges all export and import duties, and all money that may be raised by direct taxation; this might be political suicide or stultification, and after the money is spent, the Government would have "no assets," and no means of raising any, but will any one venture to aver, on this reasoning, that Congress had no power to borrow the fifteen millions and pledge the import duty on cotton? The announcement of such a proposition would startle the commercial world.

Take a case near home; Gov. Morehead proposed a plan by which to enable the Government to borrow 400 millions, in consideration, among other things, that the bonds should not at any time be liable to taxation [illegible] withdrawing that amount of the wealth of our citizens from liability to support the Government in all time to come;—many said it would [illegible] amount from liability to sustain [illegible] suggested that Congress did not have the power to make the contract; and yet brother Kittrell might run out his mode of reasoning, so as to allow that Congress might in this manner abuse its power and refuse [illegible] Congress did [illegible]

[illegible]

contract, whether made by the Confederate States, or the State, or an individual, is uniformly upheld by the decisions of our Supreme Court, in a [illegible] es, but gratifying to every one. Search from Haywood's reports to Jones', and you will nowhere find a decision or a *dictum* or an intimation, that the State has power to violate its own contract, or to avoid or repudiate it, on the ground, that the power has been or might be abused. To mention a few: *State* v. *Matthews*, 3 Jones, 451, where the Court say, if the State has made a *contract*, allowing the bank to issue "one dollar notes" in so many words the State is bound; *McRee* v. *Wilmington and R. R. R.*, 2 Jones, 186, where the Court say, "if the charter grants the monopoly and the railroad bridge or structure comes within the meaning, it is a contract, and the State is bound, unless the effect of the revolution and our bill of rights was to introduce a new order of things and avoid all such monopolies!" *Attorney General* v. *Bank of Charlotte*, 4 Jones' Eq. 287, where it is *decided*, "where a price is stipulated in the grant of the charter, it is the *consideration* for which the sovereign makes the grant, and cannot be increased; to levy a tax on the bank, it is to add to the stipulated price, and, therefore, an act of the Legislature imposing such a tax, is in violation of the Constitution and void." Here is a thing withdrawn from the power of taxation by force of a contract.

I have heard some express the opinion that it would have been better not to have made a Constitution for the Confederate States, until after the war was over! It is sufficient, that it was deemed wise to frame a written Constitution, with a grant of such powers to the Confederate States as are supposed to be ample enough to meet the emergency of the invasion and carry us through the war. That Constitution has been adopted, and we are sworn to support it.

The only authority relied on to support the position, that Congress has power to violate its own contract, is the decision of his honor, Judge French, in the matter of Williams.

The question is, does that decision settle the law, or should it be overruled? I am aware that in the opinion of the Secretary of War and of his Excellency, Gov. Vance, the decision of a single Judge on *habeas corpus* questions, is only binding, in *the particular case*, and I infer, from the fact, that none have filed opinions except Judge Heath, and Judge French in this instance, the other Judges take the same view, but in my opinion it is also entitled to the weight of "the authority," or "an adjudicated case," as settling the law, until the judgment be reversed, or the principle is overruled; for it is the decision of a tribunal of superior, general jurisdiction, over the subject, without appeal.

The power of a tribunal, having equal and concurrent jurisdiction to overrule a decision is conceded.—It is a *judicial* function made necessary by the imperfection of human judgment, and must be exercised in order to secure correctness of decision; true, uniformity as well as correctness are to be desired; but the former is secondary, and must yield when it appears that a court has fallen into error; and the sooner error is corrected, the better, for it will spread and become the source of other errors; Williams v. Alexander, 6 Jones, 130. On consulting his books, a lawyer is sure to find "cases overruled," as instances: Stowe v. Ward, 1 Dev. 57, is overruled by Ward v. Stowe, 2 Dev. Eq 509; Wagstaff v. Smith, 4 Ired. Eq. 1; by Northcot v. Casper, 6 Ired. Eq. 303; Spruill v. Leary, 13 Ired. 225; by Myers v. Craige, Busbee, 169. But the jurisdiction should be exercised sparingly and only when *palpable error* is shown. Several circumstances were relied on by Messrs. Gilmer and Boyden, as tending to weaken the authority of the decision in Williams' case. It conflicts with *two* decisions before made by his honor Judge Heath, in the matter of Farmer, decided June, 1863, and in the matter of Rieks, published August, 1863. The opinion in Williams' case does not show error in either of these decisions, and in fact, takes no notice of either adjudication. So, there is a conflict, and the decision, now to be made, is to settle the difference between Judge Heath and Judge French, by overruling one or the other. Greater respect is due to a decision made after full argument, than to one made hastily and without argument. At the time the decision was made by his honor, Judge French, this case was pending, and the hearing postponed in order to have a full argument, and if the first decision be *conclusive* of the law, it might tend to produce the indecent spectacle of "a race" as to who should get the first judgment; and it was stated, on the argument in the Williams' case, the writ was issued, retured, and the decision made on Friday, 29th January, and the opinion filed in time to be sent 40 miles, and published on Monday the 1st February, showing haste; or else that the question was prejudged.

Putting these considerations out of view I take on myself the *onus* of showing palpable error. The first thing that strikes any one who reads the opinion attentively is the fact, that his Honor does not deny, that according to the principles of the common law, "*substitution* is a *contract*." He says not one word about its being a "*mere privilege*"—which is the ground on which the matter is put in the President's message and the debates in Congress; but yielding that point, and assuming substitution to be a contract, he boldly takes the position—one, which no politician, lawyer and judge had ever before taken—that the Government of the Confederate States has power under the Constitution "to violate its own contract;" in other words, he avows the right of repudiation, and covers his position by setting forth an array of general principles, which he supports by a long list of references. I shall only notice two of the cases cited, being decisions of our Supreme Court: State v. Matthews, 3 Jones, 451. The charter of the Bank of Fayetteville does not authorise it, in so many words, to issue 1 dollar notes; had such been the fact, there would have been no room for construction, and the Court would have decided, that the act of the Legislature was void as violating a contract, but such was not the fact; the charter authorises the bank in general terms, "to receive deposits," "discount notes," and "issue notes for circulation" *without saying of what denomination*; and the Court came to the conclusion that by a fair construction, the power to issue one dollar notes, did not form a part "of the essence of the contract," but was "a mere incident" intended by the parties to be subject to future legislation; on the ground, that the Legislature will not be presumed from the use of general words to give up, by a *contract*, its power to regulate the currency; but this presumption may be rebutted, by positive proof; that is, by the use of plain and unequivocal terms of contract, as if the charter had specified "one dollar notes" thereby making the evidence of a contract as positive as is done by the words used in the act of Congress, in regard to substitution. His Honor, in what purports to be a quotation from the opinion of PEARSON, J., does me great injustice. I set out two alternative positions: "is authority to issue small notes, conferred by the charter, *as a part of the essence of the contract, with the intention to put it beyond the control of all future legislation?*" or is it conferred *as a mere incident, with the intention, that it should be subject to such limitations as the Legislature, might at any time thereafter, deem expedient?*" He does not put out both of these positions be either of them, but confounds them together, takes the words "as a part of the essence of contract," from the first, and substitutes them into the second in place of the words, "as a mere incident," which he omits, and this mars the sense and makes nonsense of it, and represents me as saying: The authority to issue small notes is conferred by the charter, "as part of the *essence of the contract*, with intention that it should be *subject to future legislation*," and that this is so plain that a mere statement is sufficient to dispose of it. I must be allowed to object to this mode of treating the opinion of Judges. Mallett v. Wilmington and Raleigh Railroad Co., Jones, 466. The statement made by his Honor, Judge in the bank ground the prominent fact on which the questions, that the structure—a bridge erected by the Company—was a mere [illegible] of the [illegible] river, he [illegible] was used [illegible] decision to put on the ground, that [illegible] of this act [illegible] [illegible] As his Honor [illegible] I am unable to [illegible] that [illegible] the Government [illegible] have not [illegible] it is an [illegible] the Government [illegible] the correctness of this general [illegible] of which they are cited; and the [illegible] on these general principles [illegible] that [illegible] to support [illegible]

era'e States, which prohibits Congress to pass laws impairing the obligation of contracts, though such a power is denied to the several States," therefore, Congress may violate its own contract—a *non sequitur*. The important distinction, that the States have all legislative powers except such as are prohibited, whereas Congress has no power except it be conferred by the constitution, is entirely overlooked. As the States have all powers except such as are prohibited, a prohibition in regard to the States was necessary. As the Confederate States has no power except it be conferred by the constitution, a prohibition in regard to the Confederate States, was unnecessary; all occasion for a prohibition is superceded by the article which provides—"The powers not delegated to the Confederate States, by the constitution, nor prohibited by it to the States, are reserved to the States respectively." So, the conclusion drawn from the absence of a prohibition in respect to the Confederate States is illogical and palpably erroneous.

2. "The Congress shall have power to raise and support armies—to make rules for the government of the land and naval forces," and "to make all laws which shall be necessary and proper for carrying into execution the foregoing powers, and all other powers vested by this constitution in the government of the Confederate States, or in any department or officer thereof."

The reasoning is this: the act of Congress conscripting men who have put in substitutes, is necessary and proper to carry into effect the power to raise armies, therefore Congress has power to raise armies, therefore, Congress has power to violate its own contract: a *non sequitur*. His Honor fails to take into consideration the fact that the supposed necessity is caused by the acts of Congress which allows substitution as to conscripts, and the act of the Secretary of War, Oct. 20th, 1861, which allows substitution as to volunteers. He fails to consider, that the clause, to make all laws which shall be necessary and proper for carrying into execution the powers conferred by the constitution has never before been supposed to be a grant of a *general substantive power*, but is confined to *the means of* giving effect to the powers already conferred, and is merely the expression, out of abundant caution, of what would have been implied, and he fails to consider that the word "proper" is added to the word "necessary;" so the measures adopted, must be both necessary and proper, and certainly, however great the necessity may be, it never can be *proper* for the government to violate its own contract; and he fails to consider the consequences to which his doctrine leads, nothing more nor less than this: Congress has power to do whatever it pleases, in order to raise and support an army!!! It may repudiate its bonds and notes now outstanding, a renovated currency being necessary to support the army—or it may conscript all *white* women between the ages of 16 and 60 to cook and bake for the soldiers, nurse at the hospitals, or serve in the ranks as soldiers, thus uprooting the foundations of society; or it may conscript the Governor, Judges and Legislature of the several States—put an end to "State rights," and erect on the ruins a "consolidated military despotism."

So, the fact of subjecting principals of substitutes to military service, sinks into insignificance when contrasted with the consequences to which the grounds on which the decision is put must lead, and for which the decision, if not overruled, may be cited as authority. I am convinced, then, there is not only palpable error in this second, ground, but it is destructive of society and subversive of our constitution. For these reasons, I do not consider the case of Williams as an authority, and for the reasons above stated, I have the clearest conviction that Congress has not, under the constitution, power to pass the act in question, and feel it to be my duty to declare that, in my opinion, it is void and of no effect.

No one can regret the necessity for this conflict of decision more than I do. What is to be its effect, is for the consideration of others. It may be to leave the law unsettled, and that a "judgment of discharge," or *habeas corpus*, will, as heretofore, be treated as binding only in the particular case. I suggested to Gov. Vance to meet a condition of things like the present, the propriety of calling the attention of the Legislature, at its last session, to the expediency of amending the law so as to allow appeals in *habeas corpus cases*, and make it the duty of the Chief Justice, under certain circumstances, to call an extra term of the Supreme Court. No action was taken by the Legislature. So, I have no power to call a term of the Court, and the other two Judges concur with me in opinion, that as the Supreme court has jurisdiction, the law does not authorise a convocation of all of the Judges in vacation. My duty is plain, to decide the cases before me, according to the best of my judgment.

I must be permitted to express my obligation to the learned counsel, Messrs. Bragg and Kittrell, who argued on the side of the Government, and Messrs. Gilmer, Boyden, Scott and Caldwell, who argued on the side of the petitioner, and Messrs. Moore and Fowle, who filed written arguments, for the assistance they have rendered me. I feel that I have heard all that can be said on both sides of the question: and, if I have failed to arrive at a correct conclusion, it is because the power of judgment with which nature has gifted me, aided by a life-time study of the principles of the law does not enable me to make legal deductions.

I will add, that the pains taken by the officers of this government to have the question fully argued before a judicial tribunal, affords a grateful assurance of a desire to have the rights of the citizen ascertained and protected by an adjudication according to the constitution and laws.

It is, therefore, considered, that E. S. Walton be forthwith discharged.

R. M. PEARSON, C. J. S. C.

Feb. 23d, 1864, at Salisbury.

HOW GEN. POLK GOT INTO AN INDIANA REGIMENT.—Col. Freemantile, the English officer who has returned home from the Confederate service to write a volume on the war, relates the following story which he says was told him by General Polk himself:

"Well, sir, it was at the battle of Perryville late in the evening—in fact it was almost dark—when Buell's dawn's battery came into action. Shortly after their arrival I observed a body of men, whom I thought to be Confederates, standing at an angle to this brigade and firing obliquely at the newly arrived troops. I said, "Dear me, this is very sad, and must be stopped." So I turned round, and could find none of my young men; so I determined to ride myself and settle the matter. Having cantered up to the Colonel of the regiment that was firing, I asked him in angry tone what he meant by shooting his own friends.

"He answered with surprise, 'I don't think there can be any mistake about it, am sure they are the enemy.' "Enemy," I said, "why I have only just left them myself. Cease firing, sir, What is your name?" "My name is Col——of the——Indiana; I pray, sir, who are you? Then I saw to my astonishment, that I was in the rear of a regiment of Yankees. Well! I saw there was no hope but to brazen it out; my dark blouse and the increasing obscurity *befriended me*; so I approached quite close to *him, shook* my fist in his face, saying, "I'll show you who I am sir! Cease firing, sir, at once!" I then turned my horse and cantered slowly down the line, shouting in an authoritative manner to the Yankees to cease firing; at the same time I experienced a disagreeable sensation, like screwing up my back, and calculating how many bullets would be between my shoulders every minute. I was afraid to increase my pace until I got to a small copse, when I put the spurs in and galloped back to my men. I went up to the nearest Colonel, and said 'Colonel, I have reconnoitered those fellows pretty closely, and there is no mistake who they are; you may go at them.' And I assure you, sir, that the slaughter of the Indiana regiment was the greatest I have seen this war."

Pensacola was destroyed by fire on the 21st of February, more than one hundred houses being consumed.

To the People of North-Carolina.

In compliance with the wishes of many friends, I announce myself a candidate for the office of Governor of North-Carolina, at the election to be held on the first Thursday in August next.

My principles and views, as a Conservative "after the straitest sect," are well known to the people of the State. Those principles and views are what they have been.—They will not be changed.

I am not disposed, at a time like this, to invite the people from their employments, and add to the excitement which prevails in the public mind, by haranguing them for their votes. We need all our energies to meet the common enemy, and to provide means of subsistence for our troops in the field and the people at home. Let the people rally firmly and firmly to the polls and vote for the men of their choice. I will cheerfully abide their decision, whatever it may be.

If elected I will enter upon the duties of the office, sharing the toils and the glory of North-Carolina, and to secure an honorable peace.

March 4th. W. W. HOLDEN.

[illegible] Chronicle, Salisbury, Carolina Watchman, Salem, Banner, Fayetteville, Register, Raleigh, Press, Greensborough Patriot, Standard, Fayetteville Observer, Wilmington Journal, Fayetteville Presbyterian, Tarboro' Southerner, Weldon News, Goldsboro' Tribune, Wilmington Star, Wilmington Herald, Rockingham Spirit of the South, Lincolnton Courier, Asheville News, Hillsboro' Recorder, Charlotte Bulletin, Hillsboro' Dispatch, Fayetteville Carolinian, Raleigh Confederate, Wilmington Sentinel, Newbern Progress, Newbern Journal, Newbern Commercial, Goldsboro' Patriot, Kinston Mercury, Kinston Journal, Tarboro' Press, Greensborough Times will please copy till day of election.